

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS
15. DELIVER TO		CODE	16. ADMINISTERED BY	CODE

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
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TELEPHONE NO.	<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

**ADDENDUM**

Block 8 (Continued):

**Offer Due Date is 11:00 AM, Local Philadelphia, PA time, February 24, 2004.**

Block 9 (Continued):

- Address Mailed Offer To:

Defense Logistics Agency  
 Defense Supply Center Philadelphia  
 Post Office Box 56667  
 Philadelphia, PA 19111-6667

- Deliver Handcarried Offer, Including Delivery by Commercial Carrier, to:

Defense Supply Center Philadelphia  
 Business Opportunities Office  
 Building 36, Second Floor  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5092

All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 A.M. and 5:00 P.M. (local Philadelphia, PA time) Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "handcarries" the offer/modification/withdrawal to the Business Opportunities Office prior to the scheduled opening/closing time. Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers.

- **Facsimile offers (if authorized, see Addendum to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302, or 9303.**

**NOTE: If repeated telephone calls go unanswered, DSCP may be closed due to hazardous weather conditions or other unusual events or circumstances. You can call the DSCP hotline to confirm whether DSCP is open for business by calling 215-737-DSCP (3727).**

- Block 17a: Offeror's assigned DUNS Number: \_\_\_\_\_.  
 If you do not have a DUNS number, contact the individual identified in Block 7a or see Clause 52.212-1, Instructions to Offerors – Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.

**THIS SOLICITATION IS UNRESTRICTED. ANY SIZE BUSINESS FIRM MAY SUBMIT AN OFFER.**

**GOVERNMENT QUALIFICATION:**

***"ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR, BY GROUP."***

- Block 17a: Email Address: \_\_\_\_\_

**NOTE:** List points of contact, telephone, and fax numbers for all invoicing and payment issues

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**AUTHORIZED NEGOTIATORS:**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal or quotation. You are to list names, titles, telephone numbers and facsimile (FAX) numbers for each authorized negotiator).

_____	_____
_____	_____
_____	_____

**SUPPLIES OR SERVICES AND PRICES****I. INTRODUCTION**

A. The Defense Supply Center Philadelphia (DSCP) intends to support the needs of its customers by entering into one (1) or more Indefinite Quantity Contracts (IQC's) to supply Milk and Dairy products to customers stated BELOW.

B. This solicitation contains the estimated requirements for the following customers:

Fort Jackson, SC  
 MCRD Parris Island, SC  
 MCAS Beaufort, SC  
 Charleston AFB, SC  
 Naval Hospital, Charleston, SC  
 Naval Consolidated BRIG, Charleston, SC  
 Naval Weapons School, Charleston, SC  
 Bamberg Job Corps Center, SC  
 Shaw AFB, SC

C. The resulting contract(s) will be Indefinite Quantity Contracts (IQC's) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). The contract term for this solicitation will be a two (2) year term. All fluid milk items (whole, reduced fat, low fat, skim, buttermilk, and eggnog) are governed by the Economic Price Adjustment Clause, which is included in this solicitation.

D. The total estimated dollar value is \$2,955,000.00. There are five Groups of Milk and Dairy Products. The estimated dollar value per group is as follows:

Group I – Fort Jackson	\$ 1,600,000.00
Group II – MCRD Parris Island and MCAS Beaufort	\$ 800,000.00
Group III – Shaw AFB	\$ 80,000.00
Group IV – Charleston, SC Area Customers	\$ 445,000.00
Group V – Bamberg Job Corps Center	\$ 30,000.00

E. The effective period of any contract(s) resulting from this solicitation shall be May 2, 2004 thru April 29, 2006

F. Delivery: Items shall be routinely delivered on a skip-day basis, or an alternate delivery period as specified or agreed upon.

G. This acquisition for Milk and Milk Products is solicited on an "All or None" basis per group. Each group will be evaluated separately.

**II. GUARANTEED MINIMUM/MAXIMUM QUANTITY**

A. The guaranteed minimum for all Groups is 25% of the estimated dollar value for each Group.

B. The maximum ceiling on the resultant contract(s) is 125% of the estimated dollar value. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This higher alternate ceiling is 150% of the estimated dollar value. As illustrated above, these percentages are calculated on a "per contract" basis.

### III. PRICING

A. Prices shall be FOB Destination only. See Clause 52.247-9P24 "F.O.B. Destination".

B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price schedule or other documents containing commercial pricing information cross referenced to the items offered under this solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. DO NOT SUBMIT A SEPARATE LIST OF PRICING INFORMATION ESPECIALLY PREPARED FOR THIS SOLICITATION.

C. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point. Reference Clause 52.214-9P06 "Rounding Off of Offer and Award Prices". Prices for the resultant contract will be frozen for the term of the contract period, not withstanding any economic price adjustments as provided by Clause 52.216-9P15. If any offered unit price is more than two digits after the decimal point, the government will round up or down using standard mathematical rounding methods (i.e. an offer of \$.7830 will be rounded down to \$.78; an offer of \$2.435 will be rounded up to \$2.44).

### IV. NEW ITEMS

A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the Contract Specialist, Sylvia Meminger, shall be submitted to have the item added. The Contract Specialist will contact the vendor to arrange to have the item added to the STORES catalog. New Items may not be ordered by any customer until they have been added to the catalog.

B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.

C. A written modification will not be issued when an item is added to the catalog.

D. Additional items may not increase the original dollar value of the contract by more than 25%.

E. **IMPORTANT NOTE:** Items not included in the STORES catalog cannot be ordered from the contractor.

F. The Government reserves the right to remove any item(s) from the Schedule of Items from any Group(s) should an (all) offeror(s) not bid on all the items in any Group.

### V. ADDITIONAL CUSTOMERS

A. Additional DoD and non-DoD customers located in the same distribution area as the successful contractor may be added to the contract based on a mutually agreed upon implementation plan.

B. The potential customers cannot increase the amount of the contract by more than 25% in total. It should be noted that the 25% new business will also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contracts do not meet the estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business. The additional business shall be equivalent to the percentage of unused business. For

example, if 20% of the customers' estimate remains unobligated, then an additional 45% may be added to customers on the same contract. This is not transferable from one contract to another.

D. Additional customers are limited to those that receive federal funding.

#### **VI. CUSTOMER SERVICE POLICY**

The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under any resultant contract(s).

#### **VII. CONTRACTING AUTHORITY**

A. The DSCP Contracting Officer is the ONLY person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

#### **VIII. REQUIREMENTS**

(See Following Pages)

**GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
1.	MILK, LOWFAT, 1% MF  <b><u>8910-01-E11-2161</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b><u>OR</u></b> <b><u>8910-01-E11-2170</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	22,000 CO		
2.	MILK, LOWFAT, 1% MF  <b><u>8910-010E11-0539</u></b> HALF PINT PRODUCT NUMBER _____	394,000 CO		
3.	MILK, NONFAT [SKIM]  <b><u>8910-01-E11-0550</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	2,400,000 CO		
4.	MILK, CHOCOLATE, LOWFAT 1% MF  <b><u>8910-01-E11-2644</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b><u>OR</u></b> <b><u>8910-01-E11-2645</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	10,800 CO		

**GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
5.	MILK, CHOCOLATE, LOWFAT CHL, 1% MF  <b><u>8910-01-E11-2184</u></b> HALF PINT PRODUCT NUMBER _____	128,400 CO		
6.	SOUR CREAM, CULTURED OR ACIDIFIED, CHL, 18% MF  <b><u>8910-01-E11-3404</u></b> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	786 CO		
7.	CHEESE, COTTAGE, LOWFAT, CREAMED, SMALL OR LARGE CURD  <b><u>8910-01-E11-3403</u></b> BULK, 5 LB CO PRICE PER LB _____ PRODUCT NUMBER _____	29,660 CO		
8.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY] HALF PINT PLASTIC/FIBER  <b><u>8920-01-E11-3556</u></b> STRAWBERRY PRODUCT NUMBER _____  <b><u>8920-01-E11-2974</u></b> PEACH PRODUCT NUMBER _____  <b><u>8910-01-E11-3649</u></b> STRAWBERRY BANANA PRODUCT NUMBER _____  <b><u>8910-01-E11-3801</u></b> ASSORTED PRODUCT NUMBER _____	1,030,000 HP		
			<b><u>8910-01-E11-3557</u></b> BLUEBERRY PRODUCT NUMBER _____	
			<b><u>8910-01-E11-0539</u></b> RASPBERRY PRODUCT NUMBER _____	
			<b><u>8910-01-E11-3863</u></b> BLACK CHERRY PRODUCT NUMBER _____	

**GROUP I – MILK AND MILK PRODUCTS FOR FORT JACKSON, SC [TROOP ISSUE] - UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9.	EGGNOG, CHL (IN SEASON)	1,000 QT		
	<b><u>8910-01-E11-0586</u></b> QUART PRODUCT NUMBER _____			

10.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY]	247,400 CO		
	10 OZ CO PLASTIC/FIBER			
	<b><u>8960-01-E11-1699</u></b> FRUIT PUNCH PRODUCT NUMBER _____	<b><u>8960-01-E11-5221</u></b> LEMON PRODUCT NUMBER _____		
	<b><u>8960-01-E11-1673</u></b> ORANGE PRODUCT NUMBER _____	<b><u>8960-01-E11-1676</u></b> GRAPE PRODUCT NUMBER _____		

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: \_\_\_\_\_  
PRODUCT NUMBER \_\_\_\_\_

**ESTIMATED TOTAL-- GROUP I \_\_\_\_\_**

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):**

**NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_**

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_**

**GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS  
BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
11.	MILK, LOWFAT, 1% MF	25,200 CO		
	<b><u>8910-01-E11-2161</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b>OR</b> <b><u>8910-01-E11-2170</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
12.	MILK, NONFAT [SKIM]	70,000 CO		
	<b><u>8910-01-E11-0550</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
13.	MILK, CHOCOLATE, LOWFAT, 1.0% - 1.5% MF	25,000 CO		
	<b><u>8910-01-E11-2644</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b>OR</b> <b><u>8910-01-E11-2645</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
14.	SOUR CREAM, CULTURED OR ACIDIFIED, 18% MF	744 CO		
	<b><u>8910-01-E11-3404</u></b> BULK, 5 LB CONTAINER PRICE PER LB _____ PRODUCT NUMBER _____			

**GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS  
BEAUFORT, SC [TROOP ISSUE] – UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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15.	CHEESE, COTTAGE, CREAMED REGULAR, SMALL OR LARGE CURD	8,000 CO		
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**8910-01-E11-3402**  
 BULK, 5 LB CONTAINER  
 PER LB \_\_\_\_\_  
 PRODUCT NUMBER \_\_\_\_\_

16.	YOGURT, LOWFAT ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY] HALF PINT PLASTIC/FIBER	160,000 CO		
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**8910-01-E11-3556**  
 STRAWBERRY  
 PRODUCT NUMBER \_\_\_\_\_

**8910-01-E11-3557**  
 BLUEBERRY  
 PRODUCT NUMBER \_\_\_\_\_

**8910-01-E11-2974**  
 PEACH  
 PRODUCT NUMBER \_\_\_\_\_

**8910-01-E11-0539**  
 RASPBERRY  
 PRODUCT NUMBER \_\_\_\_\_

**8910-01-E11-3649**  
 STRAWBERRY BANANA  
 PRODUCT NUMBER \_\_\_\_\_

**8910-01-E11-3863**  
 BLACK CHERRY  
 PRODUCT NUMBER \_\_\_\_\_

LIST ANY OTHER VARIETY AVAILABLE:

FLAVOR: \_\_\_\_\_  
 PRODUCT NUMBER \_\_\_\_\_

**GROUP II – MILK AND MILK PRODUCTS FOR MCRD PARRIS ISLAND, SC AND MCAS BEAUFORT, SC [TROOP ISSUE] - UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
17.	DRINK, FRUIT FLAVORED, CHL ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS AVAILABLE CONTINUOUSLY]  HALF PINT(*) PLASTIC/FIBER  (* ) AN OFFER ON A 10 OZ SIZE IN LIEU OF A HALF PINT (8 OZ) SIZE IS AN ACCEPTABLE ALTERNATE.	297,000 CO		
	<b><u>8960-01-E11-1699</u></b> FRUIT PUNCH PRODUCT NUMBER _____		<b><u>8960-01-E11-5221</u></b> LEMON PRODUCT NUMBER _____	
	<b><u>8960-01-E11-1673</u></b> ORANGE PRODUCT NUMBER _____		<b><u>8960-01-E11-1676</u></b> GRAPE PRODUCT NUMBER _____	

18. EGGNOG, CHL (IN SEASON) 20 QT

**8910-01-E11-0586**  
QUART  
PRODUCT NUMBER \_\_\_\_\_

**ESTIMATED TOTAL -- GROUP II \_\_\_\_\_**

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):**

**NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_**

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_**

**BASE TERM**

**GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
19.	MILK, WHOLE, CHL	3,650 CO		
	<b><u>8910-01-E11-0531</u></b> GALLON PLASTIC/FIBER PRODUCT NUMBER _____			
20.	MILK, WHOLE, CHL	30 CO		
	<b><u>8910-01-E11-0535</u></b> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____			
21.	MILK, REDUCED FAT, 2% MF	30 CO		
	<b><u>891001E110548</u></b> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____			
22.	MILK, REDUCED FAT, 2% MF	3,620 CO		
	<b><u>8910-01-E11-0543</u></b> GALLON PLASTIC/FIBER PRODUCT NUMBER _____			
23.	MILK, STRAWBERRY, LF, CHL, 1% MF	9,090 CO		
	<b><u>8910-01-E11-5095</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
24.	MILK, LACTOSE FREE, LF, CHL	288 CO		
	<b><u>8910-01-E11-4003</u></b> QUART PLASTIC/FIBER PRODUCT NUMBER _____			
25.	MILK, LOWFAT, 1% MF	43,000 CO		
	<b><u>8910-01-E11-0539</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			

**GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
26.	MILK, LOWFAT, 1% MF	800 CO		
	<b><u>8910-01-E11-2161</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<b><u>OR</u></b>			
	<b><u>8910-01-E11-2170</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
27.	MILK, CHOCOLATE, NONFAT	40,890 CO		
	<b><u>8910-01-E11-2203</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
28.	MILK, NONFAT [SKIM]	35,400 CO		
	<b><u>8910-01-E11-0550</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
29.	ICE CREAM MIX, REDUCED FAT, VANILLA, CHL, LIQUID, FOR SOFT SERVE DISPENSER	1,100 HG		
	<b><u>8910-01-E11-1600</u></b> HALF GALLON PRODUCT NUMBER _____			

**GROUP III – MILK AND MILK PRODUCTS FOR SHAW AFB, SC - UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
30.	ICE CREAM MIX, REDUCED FAT, CHOCOLATE, CHL, LIQUID, FOR SOFT SERVE DISPENSER  <b><u>8910-01-E11-1601</u></b> HALF GALLON PRODUCT NUMBER _____	960 HG		

ESTIMATED TOTAL -- GROUP III \_\_\_\_\_

WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)

ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:

POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_

**GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC,  
NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC,  
CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] –  
UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
31.	MILK, WHOLE, CHL  <b><u>8910-01-E11-0535</u></b> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____	2,000 HG		
32.	MILK, LOWFAT, 1% MF  <b><u>8910-01-E11-2161</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b><u>OR</u></b> <b><u>8910-01-E11-2170</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	23,200 CO		
33.	MILK, REDUCED FAT, 2% MF  <b><u>8910-01-E11-0548</u></b> HALF GALLON PLASTIC/FIBER PRODUCT NUMBER _____	10,200 HG		
34.	MILK, REDUCED FAT, 2% MF  <b><u>8910-01-E11-2152</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b><u>OR</u></b> <b><u>8910-01-E11-2149</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	320 CO		

**GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED**

**NOTE: PERIODICALLY DURING THE COURSE OF THE CONTRACT DELIVERY PERIOD, DELIVERY ORDERS MAY BE ISSUED FOR DELIVERY TO MESSSES AFLOAT [U.S. AND FOREIGN VESSELS] TEMPORARILY DOCKED IN CHARLESTON, SC. THE SUCCESSFUL OFFEROR WILL BE EXPECTED TO SERVICE THESE VESSELS AND SUPPLY ANY ITEM TO THESE VESSELS THAT ARE IN THIS GROUP OF ITEMS [GROUP IV]**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
35.	MILK, NONFAT [SKIM]  <b><u>8910-01-E11-0550</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	83,000	CO	
36.	MILK, CHOCOLATE FLAVORED, LOWFAT  <b><u>8910-01-E11-2184</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	82,800	CO	
37.	MILK, CHOCOLATE FLAVORED, LOWFAT  <b><u>8910-01-E11-2644</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____ <b>OR</b> <b><u>8910-01-E11-2645</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____	3,600	CO	
38.	MILK, LACTOSE FREE, WHOLE  <b><u>8910-01-E11-3994</u></b> QUART PLASTIC/FIBER PRODUCT NUMBER _____	284	CO	
39.	SOUR CREAM, CULTURED OR ACIDIFIED  <b><u>8910-01-E11-0610</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____	20	CO	

**GROUP IV- MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] - UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
40.	SOUR CREAM, CULTURED OR ACIDIFIED, 18% MF	980 CO		
	<b><u>8910-01-E11-3404</u></b> 5 LB CO PLASTIC/FIBER PRODUCT NUMBER _____			
41.	CHEESE, COTTAGE, CREAMED LOWFAT, SMALL OR LARGE CURD	400 CO		
	<b><u>8910-01-E11-3403</u></b> 5 POUND CONTAINER PRODUCT NUMBER _____			
42.	CHEESE, COTTAGE, CREAMED, REGULAR, SMALL OR LARGE CURD	2,800 CO		
	<b><u>8910-01-E11-3402</u></b> 5 POUND CONTAINER PRODUCT NUMBER _____			
43.	JUICE, ORANGE, FRESH OR JUICE, ORANGE FROM CONCENTRATE, CHL	600 HP		
	<b><u>891501-E11-2984</u></b> HALF PINT PRODUCT NUMBER _____			
44.	EGGNOG (IN SEASON)	200 QT		
	<b><u>8910-01-E11-0586</u></b> QUART PLASTIC/FIBER PRODUCT NUMBER _____			

**GROUP IV – MILK AND MILK PRODUCTS FOR NAVAL HOSPITAL, CHARLESTON, SC NWS GALLEY, CHARLESTON, SC, NAVAL CONSOLIDATED BRIG, CHARLESTON, SC, CHARLESTON AFB, SC [TROOP ISSUE AND CHILD DEVELOPMENT CENTER] – UNRESTRICTED**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
45.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS]  HALF PINT PLASTIC/FIBER	40,000 HP		
	<b><u>8910-01-E11-3556</u></b> STRAWBERRY PRODUCT NUMBER _____		<b><u>8910-01-E11-3557</u></b> BLUEBERRY PRODUCT NUMBER _____	
	<b><u>8910-01-E11-2974</u></b> PEACH PRODUCT NUMBER _____		<b><u>8910-01-E11-0539</u></b> RASPBERRY PRODUCT NUMBER _____	
	<b><u>8910-01-E11-3649</u></b> STRAWBERRY BANANA PRODUCT NUMBER _____		<b><u>8910-01-E11-3863</u></b> BLACK CHERRY PRODUCT NUMBER _____	
46.	ICE CREAM MIX, REDUCED FAT, <u>CHOCOLATE</u> , CHL, LIQUID, FOR SOFT SERVE DISPENSER	5,200 HG		
	<b><u>8910-01-E11-1601</u></b> HALF GALLON PRODUCT NUMBER _____			
47.	ICE CREAM MIX, REDUCED FAT, <u>VANILLA</u> , CHL, LIQUID, FOR SOFT SERVE DISPENSER	5,400 HG		
	<b><u>8910-01-E11-1600</u></b> HALF GALLON PRODUCT NUMBER _____			

**ESTIMATED TOTAL -- GROUP IV \_\_\_\_\_**

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):**  
**NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_**

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_**

**GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
48.	MILK, WHOLE, CHL	816 CO		
	<b><u>8910-01-E11-2739</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<b><u>OR</u></b>			
	<b><u>8910-01-E11-2740</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
49.	MILK, WHOLE, CHL	8,400 CO		
	<b><u>8910-01-E11-0532</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
50.	MILK, REDUCED FAT, 2% MF	2,400 CO		
	<b><u>8910-01-E11-0546</u></b> HALF PINT PLASTIC/FIBER PRODUCT NUMBER _____			
51.	MILK, REDUCED FAT, 2% MF	150 CO		
	<b><u>8910-01-E11-2152</u></b> BULK, 5 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
	<b><u>OR</u></b>			
	<b><u>8910-01-E11-2149</u></b> BULK, 6 GALLON BAG-IN-BOX CONTAINER PRICE PER GALLON _____ PRODUCT NUMBER _____			
52.	SOUR CREAM, CULTURED OR ACIDIFIED, CHL, 18% MF	48 CO		
	<b><u>8910-01-E11-3404</u></b> BULK, 5 LB CO PRICE PER POUND _____ PRODUCT NUMBER _____			

**GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
53.	CHEESE, COTTAGE, CREAMED, <u>REGULAR</u> , SMALL OR LARGE CURD	96 CO		
	<b><u>8910-01-E11-3402</u></b> BULK, 5 POUND PACKAGE PRICE PER POUND _____ PRODUCT NUMBER _____			
54.	EGGNOG (IN SEASON)	40 CO		
	<b><u>8910-01-E11-0586</u></b> QUART PLASTIC/FIBER PRODUCT NUMBER _____			
55.	ICE CREAM MIX, SOFT SERVE, <u>VANILLA</u>	4,320 HG		
	<b><u>8910-01-E11-1600</u></b> HALF GALLON PRODUCT NUMBER _____			
56.	ICE CREAM MIX, SOFT SERVE, <u>CHOCOLATE</u>	2,000 HG		
	<b><u>8910-01-E11-1601</u></b> HALF GALLON PRODUCT NUMBER _____			

**GROUP V – MILK AND MILK PRODUCTS FOR BAMBERG JOB CORPS CENTER, SC – UNRESTRICTED**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES/SERVICES</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
57.	YOGURT, LOWFAT, CHILLED, ASSORTED FLAVORS – [MINIMUM OF 3 FLAVORS]  HALF PINT PLASTIC/FIBER	8,352CO		
	<b><u>8910-01-E11-3556</u></b> STRAWBERRY PRODUCT NUMBER _____		<b><u>8910-01-E11-3557</u></b> BLUEBERRY PRODUCT NUMBER _____	
	<b><u>8910-01-E11-2974</u></b> PEACH PRODUCT NUMBER _____		<b><u>8910-01-E11-0539</u></b> RASPBERRY PRODUCT NUMBER _____	
	<b><u>8910-01-E11-3649</u></b> STRAWBERRY BANANA PRODUCT NUMBER _____		<b><u>8910-01-E11-3863</u></b> BLACK CHERRY PRODUCT NUMBER _____	

**ESTIMATED TOTAL – GROUP V \_\_\_\_\_**

**WITHIN 48 HOURS AFTER RECEIPT OF A NOTICE OF AWARD, THE SUCCESSFUL CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THEIR CODING SYSTEM (PULL DATE, COLOR CODE, ETC.)**

**ORDERS WILL BE PLACED VIA EDI. PLEASE PROVIDE CONTACT INFORMATION FOR ORDERING/DELIVERY LOCATION:**

**POINT OF CONTACT (NAME AND PHONE TELEPHONE NUMBER):**

**NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_**

**FAX NUMBER FOR WHERE ORDERS ARE TO BE SENT: AREA CODE ( ) \_\_\_\_\_**

**DESCRIPTIONS AND SPECIFICATIONS****I. ORDERING SYSTEM*****Subsistence Total Order and Receipt Electronic System (STORES)***

A. STORES is the Government's ordering system which is capable of accepting orders from any of the services' (i.e., Army, Air Force, Navy or Marines) individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DSCP for the purposes of contractor payment and customer billing.

B. Customers will be able to order all of their milk and dairy requirements through STORES.

C. Initially, unless a vendor is totally EDI-capable, STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.

D. EDI capability is not a requirement for award under this solicitation. However, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:

832	Catalog (Vendor to DSCP)
850	Purchase Order
997	Functional Acknowledgment
861	Receipt
810	Invoice (optional at this time)

E. It is preferred that the successful vendor have access to the internet and be able to send and receive electronic mail (e-mail).

F. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

G. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a half pint of milk, 2%, should be described as Milk, Reduced Fat, CHL, 2% MF, Half Pint.

***Order Placement***

A. Customers shall place orders via STORES to accommodate a "2-day" delivery. Orders shall generally be sent no later than 2:00 P.M. two (2) days prior to the desired delivery date in order to ensure maximum availability of product.

However, a customer may decide to place an order with a longer lead time for delivery.

B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.

**II. PRODUCT QUALITY**

A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:

1. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:
2. Milk, Whipping Cream (fresh), Cream (fresh), Egnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization;
3. Half and Half (ultra-pasteurized), and Buttermilk must be delivered within 96 hours after pasteurization;
4. Whipping Cream (ultra pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging;
5. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging. Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging. Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging;
6. Sour Cream must be delivered within 7 days after pasteurization;
7. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture;
8. Yogurt must not be older than 21 days from the date of pack;
9. Ice Cream must be delivered within 120 days after manufacturing and packaging.

**III. QUALITY PROGRAM**

A. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Customer satisfaction is monitored;
7. Product discrepancies and complaints are resolved and corrective action is initiated;
8. Salvaged items or products shall not be used; and
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP.

**PACKAGING AND MARKING**

**I. PACKAGING, PACKING AND LABELING**

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. All items must be identified with readable dates (open code dates), or coded dates. Contractors that do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. Copies of key code listing will be furnished to each destination's receiving officer and each destination's inspection agency with the first delivery.

**II. BULK MILK CONTAINERS**

The bulk milk/juice dispenser container shall be a single service dispenser container (multi-gallon polyethylene bag) and shall be delivered in a single service shipping container (corrugated cardboard box) or multi-service shipping container (plastic/metal holder/keeper case) which does not require a transferring of the single service dispenser container (polyethylene bag) to a holder/keeper case or dispenser case at point of use.

**NOTE:** Any qualification requesting monetary deposits on milk cases delivered or any liability to the government for lost or damaged milk cases will render your offer non-responsive/unacceptable. Since any such qualification is in direct violation of clause 52.217-9P04 Responsibility for Containers and Equipment (Jan 1992) DFARS, hereby made part of this solicitation.

**BULK MILK CONTAINERS – SHIPS ONLY**

Bulk milk/juice items for US Navy Vessels are **RESTRICTED** to a single service dispenser container (polyethylene bag) in a single service shipping container (wax impregnated cardboard box) **ONLY**.

**WAX IMPREGNATED FIBERBOARD**

The shipping container shall be a snug-fitting box constructed, closed and reinforced in accordance with Style RCS, Class 1, Type SWCFT, grade 275 of PPP-B-1163. Closure shall be made with hot melt adhesive in accordance with the Appendix of PPP-B-636.

**NOTE:** Any offeror who takes exception to the method(s) shown above may be determined to be non-responsive/not acceptable

**INSPECTION AND ACCEPTANCE****I. INSPECTION AND ACCEPTANCE**

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector or Contracting Officer.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.

C. The authorized inspector at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

**II. WARRANTIES**

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

**III. REJECTION PROCEDURES**

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.

B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the authorized food service officer.

C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.

E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

**IV. DELIVERY VEHICLE REQUIREMENTS**

A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.

B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

**DELIVERIES OR PERFORMANCE**

**I. TERMS OF INDEFINITE QUANTITY CONTRACT**

A. The duration of the contract(s) is for a two (2) year term beginning on the day after the current contract expires.

B. Prior to the beginning of the ordering period for these contracts, a contractor start-up period in order to fully catalog the customers' requirements is recognized as being necessary to successfully implement this project.

**II. ITEM AVAILABILITY**

All items must be stocked in sufficient quantities to fill the customers' requirements.

**III. DELIVERY INSTRUCTIONS**

A. All deliveries must be made within forty-eight (48) hours from the time the order is placed to allow for skip day deliveries. Any deviation to the specified timeframe must be included with the offeror's proposal submission.

B. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.

C. Early morning deliveries are usually preferred, i.e. prior to 10:00 a.m. Saturday deliveries are not normally required, but may occasionally be necessary to support a customer's immediate need. Detailed delivery instructions appear in Paragraph IX "Delivery Points" of this section.

**IV. HOLIDAYS**

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| President's Day               | Veteran's Day    |
| Memorial Day                  | Thanksgiving Day |
| Independence Day              | Christmas Day    |

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm other than those specified above must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

\_\_\_\_\_  
\_\_\_\_\_

**V. EMERGENCY ORDERS**

A. In order to adequately support emergency orders, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

B. The vendor shall provide, at a minimum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.

C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or page number, to the customers.

**VII. AUTHORIZED RETURNS**

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products that are recalled;
4. Products with concealed or latent damage;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements;
7. Products delivered in unsanitary vehicles;
8. Quantity excess as a result of order input error and or Purchase Ratio Factor error.

B. Any other conditions not specified above that are deemed to be valid reasons for return.

**VIII. SHORT SHIPMENTS/SHIPPING ERRORS**

A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.

B. Any product delivered in error must be picked up by the vendor on the next delivery day after notification by the ordering activity.

**DELIVERY SCHEDULE:****A. CHARLESTON AFB, SC (TROOP ISSUE), SC:**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
BLDG #250 DINING HALL 1 107 W. McCAW ST. POC: SGT BROWN	0600-1400 HOURS  PHONE: 843-963-3591	FIVE DELIVERIES PER WEEK - MONDAY THRU FRIDAY
BLDG #166 IN FLIGHT KITCHEN 100 N. DAVIS DR. POC: SRA. CAMACHO	SAME AS ABOVE  PHONE: 843-936-3106	SAME AS ABOVE

**NOTE:** PRIOR TO MAKING DELIVERIES, CONTRACTOR WILL REPORT TO THE MEDICAL INSPECTION OFFICE, BLDG #1995, FOR INSPECTION OF CONVEYANCE AND CONTENTS.

**B. MESSES AFLOAT IN CHARLESTON, SC AREA:**

THERE ARE NO SHIPS CURRENTLY DOCKED IN THE CHARLESTON, SC AREA. PERIODICALLY DURING THE COURSE OF THE CONTRACT PERIOD, VESSELS (U.S. AND VISITING FOREIGN VESSELS) THAT DOCK TEMPORARILY IN THE CHARLESTON, SC AREA MAY REQUEST DELIVERY OF MILK AND MILK PRODUCTS. SHOULD THIS OCCUR, DELIVERIES ARE TO BE MADE ANY DAY OF THE WEEK (MONDAY- SATURDAY) DURING THE HOURS OF 5:30 A.M. AND 5:00 P.M. NOT MORE THAN ONE DELIVERY WILL BE REQUIRED ON ANY ONE DAY TO A PARTICULAR VESSEL. NOTE: MILK AND MILK PRODUCTS DELIVERED TO SHIPS SHALL BE DELIVERED IN NON-RETURNABLE, DISPOSABLE CARDBOARD CARTONS WITH SUFFICIENT STRENGTH FOR STACKING.

**C. NAVAL CONSOLIDATED BRIG, CHARLESTON, SC:**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
BLDG 3107 (C-8) ENTRANCE 1050 REMOUNT ROAD CHARLESTON, SC POC: MS1 CONNER	0500 TO 1100 HOURS  PHONE: 843-743-0306 X.3031 OR 3032	TWO DELIVERIES PER WEEK - TUESDAY AND THURSDAY

**D. US NAVAL HOSPITAL, CHARLESTON, SC**

<b><u>LOCATION</u></b>	<b><u>TIME OF DELIVERIES</u></b>	<b><u>FREQUENCY AND LIMITATIONS</u></b>
BLDG NH-1 3600 RIVERS AVENUE CHARLESTON, SC POC: MS1 COLE	5:30 A.M. TO 10:00 A.M.  PHONE: 843-743-7926	MONDAY AND THURSDAY

**NOTE:** OCCASIONALLY REQUIRES NEXT DAY DELIVERY

**DELIVERY SCHEDULE (Continued):****E. NAVAL WEAPONS STATION, CHARLESTON, SC**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
NNPTC GALLEY 101 REFUELING ROAD GOOSE CREEK, SC	0600-1130 HOURS	THREE DAYS PER WEEK – MONDAY, TUESDAY AND FRIDAY
POC: MS1 FOX	PHONE: 843-574-8215	

**F. MCRD PARRIS ISLAND, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
149 CORRIGIDOR ST. MCRD PARRIS ISLAND	MON-FRI BETWEEN 0530 AND 1400 HOURS SAT-BETWEEN 0600 AND 0900 HRS	SIX DELIVERIES PER WEEK - MON-SAT
410 ATZUGI ST. MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
590 GUANTANAMO ST MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
600 PANAMA STREET MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
769 PALMYRA ST. MCRD PARRIS ISLAND	SAME AS ABOVE	SAME AS ABOVE
926 NEW BRITAIN ST. MCRD PARRIS ISLAND POC: MR. BRINKLEY	SAME AS ABOVE PHONE: 843-228-3338	SAME AS ABOVE

**G. MCAS BEAUFORT, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
422 EDDING STREET MCAS BEAUFORT, SC	BETWEEN 0530 AND 1400 HRS	SIX DELIVERIES PER WEEK - MON-SAT
POC: JUDAH WOOD	PHONE: 843-228-6521	

**NOTE:** VENDORS SUPPLYING MCAS BEAUFORT, SC MUST PRESENT THEIR PRODUCTS FOR INSPECTION AT MCRD PARRIS ISLAND, SC PRIOR TO DELIVERY TO MCAS BEAUFORT, SC

**DELIVERY SCHEDULE (Continued):****H. FORT JACKSON, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
INDIVIDUAL DINING FACILITIES (12-15)	BETWEEN 0730 AND 1400 HOURS	SIX DAYS PER WEEK - MONDAY THRU SATURDAY
POC: HARRIET JOHNSON	PHONE: 803-751-4013	

**INSPECTION REQUIREMENTS:** CONTRACTOR DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF PRODUCTS BEFORE PROCEEDING TO ANY OTHER DESIGNATED DELIVERY POINTS. NO DELIVERIES REQUIRED ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

**NOTE:** VENDORS WILL PICK UP RACKS AT TIME OF NEXT DELIVERY.

**I. SHAW AFB, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
EMERSON E. WILLIAMS DINING FACILITY POLIFKA STREET SHAW AFB, SC	BETWEEN 0500 AND 0800 HOURS	FIVE DAYS PER WEEK – MONDAY THRU FRIDAY
POC: SGT WITHERSPOON	PHONE: 803-895-9795	
INFLIGHT KITCHEN SHAW AFB, SC	SAME AS ABOVE	
POC: SGT EASTERWOOD	PHONE: 803-895-2925	
CHILD DEVELOPMENT CENTER BUILDING 2449 SHAW AFB, SC	SAME AS ABOVE	
POC: CAROL HACKETT	PHONE: 803-895-2348	
YOUTH CENTER BUILDING 2444 SHAW AFB, SC	SAME AS ABOVE	
POC: TASHA SHARP	PHONE: 803-895-2251	

**INSPECTION REQUIREMENTS:**

CONTRACTOR DELIVERY VEHICLES WILL STOP AND REPORT TO THE VETERINARY INSPECTION POINT AS DESIGNATED FOR INSPECTION OF PRODUCTS BEFORE PROCEEDING TO ANY DELIVERY POINT.

**J. BAMBERG JOB CORPS CENTER, SC:**

<u>LOCATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY AND LIMITATIONS</u>
BAMBERG JCC 200 S. CARLISLE STREET CAFETERIA BLDG BAMBERG, SC POC: ROBERT SMITH	0630 AND 1200 HRS  PHONE: 803-245-6320	TWO DAYS PER WEEK - MONDAY AND THURSDAYS

**NOTE: FOR ALL GROUPS:** SHELF STOCKING IS REQUIRED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE WHEREVER PRACTICABLE UNLESS CUSTOMER REQUESTS TRUCK TAIL-GATE DELIVERY. DELIVERIES MADE TO VESSELS ARE THE EXCEPTION FOR SHELF STOCKING.

DELIVERIES ARE NOT REQUIRED TO BE MADE ON SUNDAYS OR NATIONAL LEGAL HOLIDAYS.

THE CONTRACTOR IS NOT REQUIRED TO DELIVER ANY PRODUCT WHEN A WRITTEN ORDER WAS NOT PRESENTED EITHER IN ADVANCE OR AT TIME OF DELIVERY.

**IMPORTANT**

**DELIVERIES ARE TO BE MADE NOT LATER THAN 48 HOURS AFTER PLACEMENT OF ORDER. IF YOU REQUIRE MORE NOTICE, STATE THE NUMBER OF DAYS THAT YOU REQUIRE HERE: \_\_\_\_\_ DAYS.**

**CONTRACT ADMINISTRATION DATA****I. INVOICING**

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.

B. **ALL INVOICING FOR PAYMENT IS TO BE SUBMITTED ELECTRONICALLY** using EDI transaction set 810 (See Attachment), the WINS ordering system (See paragraph H), or the Market Ready EDI Invoicing website available from the DSCP Subsistence Home Page (<http://www.dscp.dla.mil/subs/submain.htm> ). No paper invoices shall be submitted to DFAS for payment.

C. Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number;
2. Call Number or Delivery Order Number or Contract Order Number;
3. Purchase Order Number;
4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
5. DODAAC
6. Item Nomenclature;
7. LSN or NSN;
8. Quantity purchased per item in DSCP's unit of issue;
9. Clearly identified and annotated changes on all copies;
10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).

D. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

E. The same invoice cannot be submitted with different dollar amounts. The invoice total must match the receipted delivery amount.

F. It is ***strongly preferred*** that there be only one (1) invoice per customer per delivery. Vendors are discouraged from running separate invoices for milk and dairy items. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc.

G. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.

H. Information on the Web Invoicing System (WINS): The Web Invoicing System (WINS) is an alternative to both the traditional paper invoice submitted to DFAS Columbus and an Electronic Data Interchange (EDI) 810 Transaction Set. Once a vendor has registered to submit invoices through WINS, all information pertaining to the invoice is sent via the Internet to DFAS for payment with little or no cost to the vendor. Vendors can enter invoices into templates on a DFAS owned web server that processes and routes the invoices to the appropriate payment system.

To register for WINS, go to the web site <https://ecweb.dfas.mil> and click on "New Account". Include vendor account information and in approximately 1-2 days after registration, a user ID and password will be provided. After receipt of the user ID and password, please ensure you

conduct testing on the system to ensure accuracy of the data submitted and system's compatibility. If any problems are experienced in reaching this site, please call 1-800-756-4571 for assistance.

Instructions for accessing and using WINS, a WINS User Guide specifically for Subsistence can be downloaded from [www.dfas.mil](http://www.dfas.mil)<<http://www.dfas.mil>>. Click on the Electronic Commerce and scroll to "WINS Users Manual Volume 9, DISMS User Manual".

I. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from STORES. To register, go to the website <http://www.dscp.dla.mil/subs/submain.htm>. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.

NOTE: If for any reason, the WINS Program or the Market Ready EDI Invoicing website, is not operable at the time this contract is awarded, the awardee may submit paper invoices to DFAS Columbus, until such time that these programs become operable. Instructions for submitting paper invoices will be included with the award document.

### **III. PAYMENTS**

A. DFAS Columbus is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

D. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".

### **IV. ADMINISTRATION**

A. Administration of the contract will be performed by DSCP in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

**SPECIAL CONTRACT REQUIREMENTS****I. NOTICE TO OFFERORS**

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25%, DSCP cannot guarantee that any or all of the customers will order all of their milk and dairy requirements from the successful vendor(s). Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract(s).

**52.212-1 -- Instructions to Offerors -- Commercial Items.**

As prescribed in [12.301\(b\)\(1\)](#), insert the following provision:

**Instructions to Offerors -- Commercial Items (Oct. 2003)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its

authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D

700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697\_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

### **ADDENDUM**

The following paragraphs of 52.212-1 are amended as indicated below:

**1. Paragraph (b), Submission of Offers.**

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

- Faxed offers are NOT authorized for this solicitation.  
 Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**2. Paragraph (c), Period for Acceptance of Offers.**

- Period of acceptance is 90 days.

**3. Paragraph (e), Multiple Offers.**

- Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

**4. Paragraph (h), Multiple Awards.**

- The Government intends to make one award **Per Group**  
 Offers may be submitted for quantities less than those specified.

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

**Offeror Representations and Certifications -- Commercial Items (June 2003)**

(a) *Definitions*. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it  is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small

disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the

clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products:

Line Item No.:

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*[List as necessary]*

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition

threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

*Alternate I (Apr 2002).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

\_\_\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_\_ is, \_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at [http://www.arnet.gov/References/sdbadjustments](http://www.arnet.gov/References/sdbadjustments.htm).htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

#### **252.225-7000 Buy American Act--Balance of Payments Program Certificate.**

As prescribed in 225.1101(1), use the following provision:

#### **BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

**52.212-4 -- Contract Terms and Conditions -- Commercial Items.**

As prescribed in [12.301](#)(b)(3), insert the following clause:

**Contract Terms and Conditions -- Commercial Items (Oct. 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the

Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law.

If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR)*.

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR

does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD**

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

(1) the method of shipment or packing, and

(2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

#### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.**

As prescribed in [12.301](#)(b)(4), insert the following clause:

#### **Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct. 2003)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (Mar 1999) of 52.219-5.

(iii) Alternate II (June 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

- \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ✓ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- \_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- ✓ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ✓ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ✓ (13) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ✓ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002)(E.O. 13126).
- ✓ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ✓ (16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ✓ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ✓ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ✓ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- \_\_\_ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (21) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (22) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (June 2003)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I (May 2002) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2002) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (June 2003)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (24) 52.225-13, Restriction on Certain Foreign Purchases (June 2003)(E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

✓ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

✓ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

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(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include

52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **252.212-7000 Offeror Representations and Certifications--Commercial Items.**

As prescribed in 212.301(f)(ii), use the following provision:

#### **OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS**

**(NOV 1995)**

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**

As prescribed in 212.301(f)(iii), use the following clause:

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3                      Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

\_\_\_\_\_ 252.205-7000                      Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003                      Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

\_\_\_\_\_ 252.219-7004                      Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (APR 2003) (___ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
<input checked="" type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input checked="" type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000)

(\_\_\_ Alternate III) (MAY 2002) (10 U.S.C. 2631).

✓ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

#### **252.204-7004 Required Central Contractor Registration.**

As prescribed in 204.7304, use the following clause:

#### **REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

**52.215-6 -- Place of Performance.**

As prescribed in [15.209](#)(f), insert the following provision:

**Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

**52.216-18 - Ordering.**

As prescribed in [16.506](#)(a), insert the following clause:

**Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 2, 2004 through April 29, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **52.216-22 -- Indefinite Quantity.**

As prescribed in [16.506](#)(e), insert the following clause:

##### **Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after May 2, 2004.

#### **52.233-9000 -- AGENCY PROTESTS (SEP 1999) DLAD**

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

**52.247-9P26 -- EVALUATION OF OFFERS (AUG 1997) DSCP**

- (a) Offers for less than the total estimated quantity of any single line item will not be considered.
- (b) Each solicitation issued is a separate procurement. Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if, prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.
- (c) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.
- (d) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low bids on the individual items from bidders who fail to bid on all items may be forgone by the Government if acceptance (1) would prevent the Government from obtaining the majority of its needs for the majority of items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

**52.252-1 -- Solicitation Provisions Incorporated by Reference.**

As prescribed in [52.107](#)(a), insert the following provision:

**Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.procregs.hq.dla.mil/icps.htm>

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*[Insert one or more Internet addresses]*

**52.252-2 -- Clauses Incorporated by Reference.**

As prescribed in [52.107](#)(b), insert the following clause:

**Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://deskbook.dau.mil/jsp/default.jsp>

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*[Insert one or more Internet addresses]*

**CLAUSE NUMBER**  
52.203-3

**TITLE**  
GRATUITIES (Apr 1984)

52.215-5	FACSIMILE PROPOSALS (Oct 1997)
52.216-1	TYPE OF CONTRACT (Apr 1984) Firm Fixed Price, Indefinite Quantity with Economic Price Adjustment Clause.
252.217-7017	TIME OF DELIVERY (Dec 1991) DFARS Paragraph (c) : Insert <u>48 Hours</u> for Dairy Items
252.217-7018	CHANGE IN PLANT LOCATION – BAKERY AND DAIRY PRODUCTS (Dec 1991) DFARS
252.217-7019	SANITARY CONDITIONS (Dec 1991) ALTERNATE 1 (Dec 1991) DFARS
52.247-34	F.O.B. DESTINATION (Nov 1991)
52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Apr 1998)

**52.204-9P01 -- SUBMISSION OF INFORMATION REGARDING ELECTRONIC DATA INTERCHANGE (EDI) (MAR 1994) DSCP**

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation. Our goal is to utilize EDI to the maximum extent possible and to possess the capability to receive invoices and transmit payments electronically in addition to sending contracts and/or orders.

(c) EDI capability is not a requirement for award under this solicitation. Any data submitted in paragraph (d) below is for information purposes only and will be considered confidential. At this time, we are asking that you provide information to help us in our implementation consistent with industry efforts and capabilities in this area.

(d) Please provide the information requested below. If more space is needed, you may use a blank sheet of paper identified with your firm's name, the solicitation number and the provision number (52.204-9P01) and item numbers:

(1) Identify the standard used/to be used by your firm:

ASC X12 Standard

UCS Standard

Other (Briefly describe): \_\_\_\_\_

(2) Indicate the type of EDI capability your firm currently possesses or plans to possess within the next 12 months:

Receive requests for quotes.

Send offers.

Receive orders.

Receive functional acknowledgements.

Send functional acknowledgements.

Send ship notices.

Send invoices.

Electronic funds transfer (EFT).

Other (Briefly describe): \_\_\_\_\_

(3) List any restrictions on government ordering you would need to impose:

Number of orders per contract: \_\_\_\_\_

Minimum quantity per order: \_\_\_\_\_

Maximum quantity per order: \_\_\_\_\_

- ( ) No. of ordering activities: \_\_\_\_\_  
 ( ) No. of destinations: \_\_\_\_\_  
 ( ) Other (Briefly describe): \_\_\_\_\_  
 (4) Offeror's system point of contact for EDI:  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

(e) If you have previously furnished this information to DSCP under a separate solicitation, insert the solicitation number below and leave the above paragraphs blank. If you are updating a previous submission, insert the solicitation number of the previous submission below and complete the applicable paragraphs.

Solicitation Number: \_\_\_\_\_

**52.204-9P02 -- INFORMATION RELATING TO ELECTRONIC DATA INTERCHANGE (EDI)  
 (MAR 1994) DSCP**

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between trading partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation in addition to receiving invoices and transmitting payments electronically. Our goal is to utilize EDI to the maximum extent possible.

(c) EDI capability is not a requirement for award under this solicitation. Those offerors who can begin to use EDI should do so at this time. For those offerors who cannot, the mailing of hard copy documents will continue. This is being permitted since this is a transition period between the current methods and the full implementation of EDI technology and procedures. However, even though the current hard copy procedures will be permitted, it is the intent of the government that eventually all transactions will be via EDI.

(d) When the offeror intends to use EDI in the transmission and/or receipt of business documents--

(1) The offeror shall enter into an EDI Trading Partner Agreement (TPA) with DSCP (see paragraph (e) below). The EDI TPA defines the responsibilities of the trading partners exchanging electronic transactions.

(2) The offeror shall be responsible for providing its own computer hardware and computer software necessary to transmit and receive data electronically under the framework of the EDI TPA.

(3) All terms and conditions which would otherwise be applicable to a paper document shall apply to the electronic document.

(e) An electronic data interchange (EDI) trading partner agreement (TPA) will be provided to the offeror by the contracting officer upon request.

**52.204-9P04 -- CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC  
 DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA)  
 (MAR 1994) DSCP**

The offeror certifies that--

(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.

(b) Such EDI TPA--

(1) is between the Defense Supply Center Philadelphia, Directorate of Subsistence and

\_\_\_\_\_;

(2) is dated \_\_\_\_\_; and

(3) includes the following modification(s) (if "NONE" so state):

Modification Number	Date
_____	_____
_____	_____

**52.209-9P04 -- CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP**

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or nonprocurement programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the "default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): _____	Organization: (If other than offeror) _____	Describe Association/ Relationship: (e.g., employee, consultant) _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**52.211-9P36 -- FDA COMPLIANCE (JAN 1992) DSCP**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

**52.211-9P38 -- PLACE OF PERFORMANCE (MAR 1999) DSCP**

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

**52.214-9P06 -- ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) ALTERNATE I (FEB 1998) DSCP**

Unit prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

- \$0.101 to \$0.104 = \$0.10
- \$0.105 to \$0.109 = \$0.11
- \$0.111 to \$0.114 = \$0.11
- \$0.115 to \$0.119 = \$0.12, etc.

**52.216-9P04 -- RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER (S) (AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocur the supplies locally. Ordering

officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular procurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

**52.216-9P15 -- ECONOMIC PRICE ADJUSTMENT (EPA) – ESTABLISHED  
MARKET PRICE (MAR 2000) DSCP**

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Skim Milk and Butterfat Fluid Milk Products classified as Class I Milk only (i.e., whole milk, fat-free milk, lowfat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be prorated based upon the price adjustment per gallon.

(c) Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal Milk Marketing Orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(Base Skim Milk Price for Class I times 0.965) plus (Advanced Butterfat Pricing Factor times 3.5)] in the Announcement of Advanced Prices and Pricing Factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, Dairy Programs. The Announcement is released on the Friday before the 23<sup>rd</sup> of the month unless the 23<sup>rd</sup> of the month falls on a Friday in which case, Friday the 23<sup>rd</sup> will be the release date.

(e) Price adjustments shall be based on the following:

(1) The "base price" for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

(i) the closing date for proposals, if no discussions are held, or

(ii) the due date for final proposal revisions, if discussions are held.

The "base price" for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The "adjusting price" shall be the monthly price of the economic indicator released following the month used to determine the "base price".

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the Subsistence Total Order Receipt Electronic System (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Announcement of Advanced Prices and Pricing Factors applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

- (1) Compute adjusting price.
- (2) Compute base price.
- (3) Compute change from base price.
- (4) Convert the price change to price per gallon.
- (5) Compute price change for other units other than a gallon.
- (6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).
- (7) Compute adjusted contract unit price(s).

The following sample price computation is an illustration using January as the Base Price and February as the Adjusting Price.

(1) Adjusting Price		
Base Skim Milk Price for Class I	\$7.72 CWT X	\$ 7.4498
	0.965	
Advanced Butterfat Pricing Factor	\$0.9302 LB X	<u>\$ 3.2557</u>
	3.5	
Class I Price		\$10.7055
(2) Base Price		
Base Skim Milk Price for Class I	\$7.72 CWT X	\$ 7.4498
	0.965	
Advanced Butterfat Pricing Factor	\$0.9854 LB X	<u>\$ 3.4489</u>
	3.5	
Class I Price		\$10.8987
(3) Change from Base Price per CWT		(\$0.1932)
(4) Price change per gallon		
Line (3) divide by 11.63 gallons/cwt		(\$0.0166)
(5) Price change per half gallon		(\$0.0083)
Price change per quart		(\$0.0042)
Price change per pint		(\$0.0021)
Price change per half pint		(\$0.0010)
(6) Price adjustment per gallon		(\$0.02)
Price adjustment per half gallon		(\$0.01)
Price change per quart		\$0.00
Price change per pint		\$0.00
Price change per half pint		\$0.00
(7) Adjusted contract unit price		
Item per gallon (Current Unit Price - \$0.02)		
Item per half gallon (Current Unit Price - \$0.01)		
Item per quart (No adjustment)		
Item per pint (No adjustment)		
Item per half pint (No adjustment)		

(h) Revised prices will become effective on the 1<sup>st</sup> Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by contract modifications.

Adjustments will be implemented by the government as follows:

(1) The adjusted contract unit price(s) for the following month will be input in STORES,

(2) A facsimile transmission will be sent to contractors who do not have electronic access, and

(3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet at <http://www.dscp.dla.mil/subs/milk-epa/milk-epa.htm>.

(j) Any pricing actions pursuant to the "changes" clause or other provisions of the contract will be priced as though there were no provision for economic price adjustment.

(k) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, either party may cancel the contract effective 60 days after receipt of written notice of the cancellation. In the event a written notice of cancellation is given, the price of the contract prior to the notice of cancellation will be applied from receipt of the notice until the date of cancellation. There is no percentage limit on downward adjustments under this clause.

(l) In the event, publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(m) Any dispute arising under this clause is subject to the "disputes" clause of the contract.

#### **52.246-9P29 -- ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP**

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

#### **52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP**

(a) Food Establishments.

( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

( ) (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The

government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

#### **52.246-9P32 -- FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the

government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.